

WEST LAKE ESTATES

DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 10th day of January, 1990 by Rudy Raab and Dennis Reuss hereinafter called Developer.

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the conditions, restrictions, covenants, reservations and easements stated hereafter for the benefit of each future owner of any part thereof.

NOW, THEREFORE, Developer hereby declares that the real property hereinafter described, shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

ARTICLE I

The following property shall be subject to this Declaration:

Lots 1 through 15 and Outlots 1 and 2 of West Lake Estates being a Subdivision of the part of the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4), Section Twelve (12), Town Five (5) North, Range Twenty (20) East, City of Muskego, Waukesha County, Wisconsin

ARTICLE II

2.1 The purpose of this Declaration is to insure the best use and the most appropriate development and improvements of each building site (a platted lot) thereof; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building

sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein.

2.2 No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not exceeding 2 stories in height. All construction shall be in conformity with any codes, regulations or laws of governmental agencies having jurisdiction thereof.

2.3 All building plans and exterior design shall be approved by Initial Architectural Control Committee of Rudy Raab and Dennis Reuss, hereafter referred to as ACC. The ACC shall reserve the right to reject any plans on the basis of incompatibility with the general theme and character of the subdivision. These restrictions shall apply to buildings, fences, hedges or walls, garden structures, or other elements contributing to topography and finished grade elevations.

The ACC shall serve as the sole agent for design and plan control until such time as all lots are sold and built upon.

2.4 Upon approval of the building plans, specifications and the plot plan by the ACC, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be substantially completed within one year after the last such approval has been given. In the event such Committee, of its designated representative, fails to act upon said plans and specifications within thirty (30) days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

2.5 No building on any lot shall be permitted to have a roof of color other than grey, off-white, brown, brown blend, earth tone or natural wood, except that the ACC in its discretion may grant approvals of other colors harmonious with those aforementioned.

2.6 All exterior exposed surfaces shall be constructed of brick, cedar or other natural materials approved by the Architectural Control Committee. All chimneys shall be constructed of masonry, with brick or stone exterior.

2.7 Each home at owners expense, must have an exterior electric lamp of a style to be designated by the ACC to be erected at a location designated by the ACC.

2.8 (a) No dwelling which shall fail to meet the following requirements shall be erected or placed on any building site: The ground floor area of the main structure, not including bay windows and closed garages, shall be in accordance with the following: (1) One-story dwellings with or without basement or cellar - not less than 2000 square feet; (2) Dwellings having more than one story - not less than 1800 square feet on the first floor (defined as the lowest floor of which 50% or more in area is approximately at or above front ground elevation), with a total floor area on or above the first floor of not less than 2400 square feet; and (3) Split-level dwellings - not less than 2400 square feet of floor area on all levels above (including those approximately at front ground elevation). (b) ACC shall have exclusive jurisdiction to determine whether the area requirements of a one-story building, or the area requirements of a split-level dwelling, will be met by a particular proposed structure and ACC's decision shall be final and conclusive.

2.9 The ACC shall establish the front, rear and side lot line set back restrictions for each lot upon request. The request must be submitted in writing and addressed to one of the members of the ACC. The ACC shall be the sole agent for designating such restrictions, but in no case shall a building be permitted to be erected on any lot which would violate the R2 zoning requirements of the city of Muskego which currently require a 40' minimum setback from the front lot line, 15' setback from one side lot line and 20' set back from the other side lot line. In the event that the ACC shall fail to establish the front, rear and side lot line set-back restrictions within 30 days after receipt of the written request the restrictions for that lot shall be to establish by the City of Muskego R2 zoning except that the rear lot line setback shall be 50'. All lot line setbacks for lots bordering on West Lake shall be measured from the meander line of the lake.

2.10 All plans for dwellings shall include a landscape layout and a request for the establishment of the required grade elevations upon completion of construction which shall be subject to the approval of the ACC. No construction shall be commenced until the ACC has established in writing the required grade elevations. All landscaping as shown in the approved landscape layout shall be completed within 24 months after commencement of construction.

2.11 Where fill is necessary on a lot to obtain the proper topography and finished ground elevation, it shall be ground

fill free from waste material and shall not contain materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building.

2.12 Provision shall be made on each lot for the erection of at least a two-car garage, which garage shall be (1) attached to the main house, or (2) connected to the house by a breezeway. The garage shall harmonize with the house as to design, materials and finished floor elevations. No trucks, buses or vehicles (other than private passenger cars, station wagons or similar private vehicles) shall be parked in private driveways or on any lot within the Subdivision for purposes other than in the normal course of construction or for services rendered to a dwelling or lot. Camping trailers, recreational vehicles and boats may not be parked temporarily or otherwise.

2.13 No noxious odors shall be permitted to escape from any unit, dwelling, or lot, and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot.

2.14 No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2.15 No sign of any kind shall be displayed to the public view by any person other than the Declarant on any lot except one sign of not more than twelve (12) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten feet back from the front lot line, this prohibition shall not apply to permanent subdivision identification signs and other signs approved by City Planning Commission.

2.16 No motor propelled craft of any kind will be allowed on the lake regardless of its size or energy design, except electric motors.

2.17 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.18 No Fences shall be permitted except that a pet enclosure may be erected if plans and specifications are submitted to the ACC.

2.19 All swimming pools constructed on individuals lots shall be inground only and shall conform to the City Zoning Ordinance.

2.20 There shall be no fertilizing of rear lawns within 50 feet of the lake. There shall be no change in yard grades without approval of the Homes Association.

ARTICLE III Miscellaneous

3.1 This Declaration shall run with the land and shall be binding upon all persons claiming under the Declarant for a period of twenty-five (25) years from the date this Declaration is recorded.

3.2 This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows:
(a) so long as the Developer continues to own at least 2 of the lots subject thereto, such instrument shall be executed by the Developer and the owners of at least sixty-six per cent (66%) of all lots subject hereto which are not owned by the Developer and (b) after the Developer owns less than 2 of the lots subject hereto, such instrument shall be executed by the owners of at least seventy-five per cent (75%) of the lots subject hereto and the City of Muskego.

3.3 Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

3.4 The Home Owners Association, the Developer, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, except any violation of the restrictions and covenants herein contained which shall exist for a period of one year without a written protest thereof being received by the owner of the lot involved shall not be considered a violation thereafter.

ARTICLE IV

4.1 There is hereby created a Home Owners Association whose membership consist of all owners in fee of the lots within the subdivision. Each lot owner shall be entitled to one vote for each lot owned in fee. Land Contract vendees shall have

the voting privilege of the lot owner. No more than one (1) vote per lot.

4.2 The Association shall have a Board of Governors consisting of three (3) owners. The Board shall elect their own officers. Board members shall serve for two (2) year terms with two (2) of initial members serving one (1) year terms. Board members shall be elected at the annual meeting of the Association which shall be held on the 2nd Wednesday of November of each year. A majority of eligible votes shall constitute a quorum. A majority of all votes cast either in person or by written proxy at a meeting at which a quorum is present shall be necessary to adopt any matter voted upon. Special meetings of the Association may be called by the Board of Governors or by five (5) owners. Written notice of all meetings including the time and place of the annual meeting shall be given not less than seven (7) nor more than fourteen (14) days prior to the meeting. Such notice may be given by certified mail. Notice may be waived by any owner either before or after the meeting.

4.3 The Board of Governors shall have the full authority to manage all those affairs and matters which may properly come before it. They shall have the power and authority to manage all recreational areas, and open spaces, including West Lake and outlets, including chain link fence on the south lot line.

4.4 The Board shall collect from each owner a sum not to exceed Ten Dollars and no/100 (\$10.00) per month, as and for a maintenance charge which amount shall be paid on a quarterly basis, which charge shall be used to pay for the proper upkeep and maintenance of those recreational areas under the control of the Board. The Board may levy such other and further charges as may be required from time to time carry out its functions and responsibilities.

4.5 In the event of non payment or delinquency for two (2) quarters, the Board shall notify the owner of such delinquency in writing and such owner shall have fourteen (14) days within which to pay. If the delinquency is not paid, legal action shall be commenced and such owner agrees and consents that in addition to such delinquency, a penalty charge of One Hundred Fifty and no/100 (\$150.00) Dollars shall also be assessed against him.

4.6 The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of

foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.7 The Association shall have two (2) outstanding committees which are the Architectural Control Committee and the Recreational Space Control Committee. A member of one committee may not serve on the other. The Committee shall consist of three (3) owners appointed by the Board, one of whom may be a Board member. Committee members shall serve two (2) year terms.

4.8 The Architectural Control Committee shall succeed the Initial Architectural Control Committee and shall carry out the duties and responsibilities recited in Article II of the restrictions.

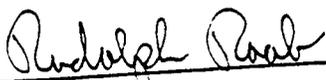
4.9 The Recreational Space Control Committee shall have control of the recreational facilities available to owners of lots in West Lake Estates. They shall formulate rules and regulations for use of such facilities and shall see to the proper maintenance of same. They shall formulate a budget for presentation to the Board for its approval. They shall keep accurate records of all expenses and expenditures.

4.10 Sections 4.1 through 4.8 of these declarations may be amended at any annual meeting by the affirmative vote of a majority of lot owners.

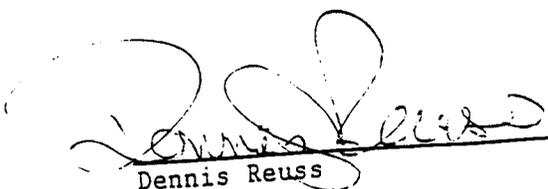
4.11 Developer reserves the right for a period of six months after the execution hereof, to grant easements to Wisconsin Electric Power Company and Wisconsin Bell, Inc. for utility purposes over, upon, under or across ALL lots in this subdivision, whether owned by the developer or third parties. Such easements shall, so far as is reasonably possible, be confined to areas within 20 feet of all lot lines and be granted on standard utility forms.

ARTICLE V

5.1 It is understood that all lot owners have right of access to outlots 1 and 2 through easement shown on the plat.



Rudolph Raab



Dennis Reuss